

Wickes Companies, Inc.
Corporate Offices

September 8, 1987

Regional Administrator - Environmental
Protection Agency
c/o Mr. Anthony Donatoni
Hazardous Materials Branch
Region III
841 Chestnut Street
Philadelphia, PA 19107

Regional Administrator - Environmental
Protection Agency
c/o Mr. Thomas B. Golz
Waste Management Branch
Region V
230 South Dearborn Street
Chicago, Illinois 60604

Regional Administrator - Environmental
Protection Agency
c/o Mr. Robert L. Morby
Hazardous Materials Branch
Region VII
726 Minnesota Avenue
Kansas City, KS 66101

Re: Financial Assurance for Closure or Post-Closure
Care and Liability Coverage Concerning Wickes
Elco Corporation, Wickes Products, Inc. and
Elco Corporation

Gentlemen:

Pursuant to relevant provisions of Subpart H of 40 CFR Parts 264 and 265, enclosed herewith please find the following documentation:

1. Letter of the Chief Financial Officer of Wickes Manufacturing Acquisition Company, the parent corporation of Wickes Elco Corporation, Wickes Products, Inc. and Elco Corporation;
2. Corporate Guarantee for Closure or Post-Closure Care executed by Wickes Manufacturing Acquisition Company;
3. Corporate Guarantee for Liability Coverage executed by Wickes Manufacturing Acquisition Company;
4. Consolidated Financial Statements for Wickes Manufacturing Acquisition Company as of January 31, 1987 together with Independent Accountants' Review Report thereon submitted by Arthur Andersen & Co.; and

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SEP 10 1987

SUPERFUND BRANCH

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RCRA RECORDS

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SEP 10 1987

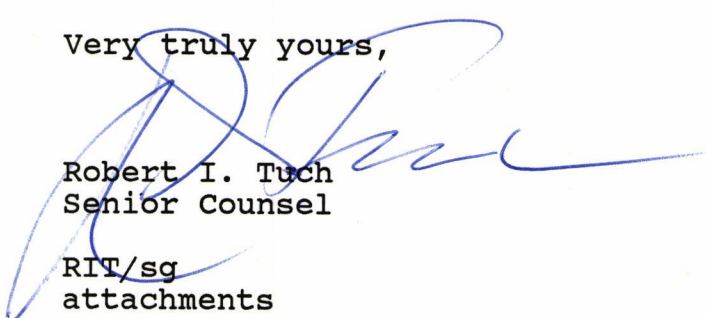
USEPA, RCRA Branch

Environmental Protection
Agency
Regions III, V and VII
September 8, 1987
Page 2

5. Special Report from Arthur Andersen & Co. regarding the letter of the Chief Financial Officer of Wickes Manufacturing Acquisition Company.

If you have any questions concerning any of the documentation submitted herewith, please contact the undersigned at the address indicated on this letterhead or at the following telephone number: (213) 452-9415.

Very truly yours,



Robert I. Tuch
Senior Counsel

RIT/sg
attachments

cc: R. Miller
J. Boggs
M. Bauer, Esq.



Wickes Companies, Inc.
Corporate Offices

September 8, 1987

Regional Administrator - Environmental
Protection Agency
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Chicago, Illinois 60604

Regional Administrator - Environmental
Protection Agency
c/o Mr. Robert L. Morby
Hazardous Materials Branch
Region VII
726 Minnesota Avenue
Kansas City, KS 66101

Gentlemen:

I am the Chief Financial Officer of Wickes Manufacturing Acquisition Company which maintains its principal place of business at 3340 Ocean Park Boulevard, Santa Monica, California 90405. This letter is in support of the use of the financial test to demonstrate financial assurance for liability coverage and closure and/or post-closure care, as specified in Subpart H of 40 CFR Parts 264 and 265.

The owner or operator identified above, through its subsidiaries below mentioned, is the owner or operator of the following facilities for which liability coverage is being demonstrated through the financial test specified in Subpart H of 40 CFR Parts 264 and 265:

ELCO-HUNTINDON DIVISION
ELCO CORPORATION
Huntingdon Industrial Park
Huntingdon, Pennsylvania 16652
EPA ID NO. PAD00409462

MECHANICAL COMPONENTS DIVISION
WICKES ELCO CORPORATION
90-96 Railroad Street

Mancelona, Michigan 49659
EPA ID NO. MID060178688

BOHN EXTRUDED PRODUCTS DIVISION
WICKES PRODUCTS, INC.
1607 East Maumee Street
Adrian, Michigan 49221
EPA ID NO. MID063705990

1. The owner or operator identified above owns or operates the following facilities for which financial assurance for closure or post-closure care is demonstrated through the financial test specified in Subpart H of 40 CFR Parts 264 and 265. The current closure and/or post-closure cost estimates covered by the test are shown for each facility: None.

2. This owner or operator identified above guarantees, through the corporate guarantee specified in Subpart H of 40 CFR Parts 264 and 265, the closure or post-closure care of the following facilities owned or operated by its subsidiaries below mentioned. The current cost estimates for the closure or post-closure care so guaranteed are shown for each facility:

ELCO-HUNTINGDON DIVISION
ELCO CORPORATION
Huntingdon Industrial Park
Huntingdon, Pennsylvania 16652
EPA ID NO. PAD00409462

ESTIMATED CLOSURE COST:	\$ 39,026.00
ESTIMATED POST-CLOSURE COST:	\$ -0-

MECHANICAL COMPONENTS DIVISION
WICKES ELCO CORPORATION
90-96 Railroad Street
Mancelona, Michigan 49659
EPA ID NO. MID060178688

ESTIMATED CLOSURE COST:	\$ 318,267.00
ESTIMATED POST-CLOSURE COST:	\$ 187,941.00

BOHN EXTRUDED PRODUCTS DIVISION
WICKES PRODUCTS, INC.
1607 East Maumee Street
Adrian, Michigan 49221
EPA ID NO. MID063705990

ESTIMATED CLOSURE COST:	\$ 101,637.00
ESTIMATED POST-CLOSURE COST:	\$ 30,810.00

3. In states where EPA is not administering the financial requirements of Subpart H of CFR Parts 264 and 265, this owner or operator is demonstrating financial assurance for the closure or post-closure care of the following facilities through the use of a test equivalent or substantially equivalent to the financial test specified in Subpart H of 40 CFR Parts 264 and 265. The current closure and/or post-closure cost estimates covered by such a test are shown for each facility:

BOHN ALUMINUM & BRASS DIVISION
WICKES MANUFACTURING COMPANY (subsidiary
of Wickes Manufacturing Acquisition Company)
Route #4, Post Office Box 387
Greensburg, Indiana 47240
EPA ID NO. IND052959640
ESTIMATED CLOSURE COST:
ESTIMATED POST-CLOSURE COST:

\$1,051,648.00
\$ 49,912.00

4. The owner or operator identified above owns or operates the following hazardous waste management facilities for which financial assurance for closure or, if a disposal facility, post-closure care, is not demonstrated either to EPA or a State through the financial test or any other financial assurance mechanism specified in Subpart H of 40 CFR Parts 264 and 265 or equivalent or substantially equivalent State mechanisms. The current closure and/or post-closure cost estimates not covered by such financial assurance are shown for each facility: None.

The owner or operator identified above is not required to file a Form 10-K with the Securities and Exchange Commission (SEC) for the latest fiscal year.

The fiscal year of this owner or operator ends on the last Saturday in January. The figures for the following items marked with an asterisk (*) are derived from the owner's or operator's year-end financial statements for the latest completed fiscal year, ended January 31, 1987 reviewed by Arthur Andersen & Co. pursuant to and in accordance with the independent auditor's review report dated August 21, 1987.

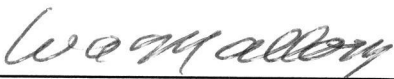
Alternative 1

(IN THOUSANDS)

1. Sum of current closure and post-closure cost estimates (total of all cost estimates listed above)	\$ 1,779
2. Amount of annual aggregate liability coverage to be demonstrated	\$ 8,000
3. Sum of lines 1 and 2	\$ 9,779
*4. Total liabilities (if any portion of the closure or post-closure cost estimates is included in total liabilities, you may deduct the amount of that portion from this line and add that amount to lines 5. and 6.	\$109,003
*5. Tangible net worth	\$153,851
*6. Net worth	\$164,132
*7. Current assets	\$191,211

*8. Current liabilities	\$ 97,362
*9. Net working capital (line 7 minus line 8)	\$ 93,849
*10. The sum of net income plus depreciation, depletion, and amortization	\$ 33,179
11. Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S.)	N/A
	YES NO
12. Is line 5 at least \$10 million?	X
13. Is line 5 at least 6 times line 3?	X
14. Is line 9 at least 6 times line 3?	X
15. Are at least 90% of firm's assets located in the U.S.? If not, complete line 16.	X
16. Is line 11 at least 6 times line 3?	N/A
17. Is line 4 divided by line 6 less than 2.0?	X
18. Is line 10 divided by line 4 greater than 0.1?	X
19. Is line 7 divided by line 8 greater than 1.5?	X

I hereby certify that the wording of this letter is in substantial compliance with the wording specified in 40 CFR 264.151(g) as such regulations were constituted on the date shown immediately below.



 WILHELM A. MALLORY
 Executive Vice President and
 Chief Financial Officer
 Wickes Manufacturing Acquisition
 Company

Date: September 8, 1987

CORPORATE GUARANTEE FOR CLOSURE
OR
POST-CLOSURE CARE

Guarantee made this 8th day of September, 1987 by Wickes Manufacturing Acquisition Company, a business corporation organized under the laws of the State of Delaware, herein referred to as guarantor, to the United States Environmental Protection Agency ("EPA"), obligee, on behalf of our subsidiaries Wickes Elco Corporation and Wickes Products, Inc., 26261 Evergreen Road, P. O. Box 999, Southfield, Michigan 48037 and Elco Corporation, 1500 Quail Street, Newport Beach, California 92660.

R E C I T A L S

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 40 CFR 264.143(f), 264.145(f), 265.143(e) and 265.145(e).
2. The subsidiaries of guarantor below named own or operate the following hazardous waste management facilities covered by this guarantee:

REGION III

ELCO-HUNTINGDON DIVISION
ELCO CORPORATION
Huntingdon Industrial Park
Huntingdon, Pennsylvania 16652
EPA ID NO. PAD00409462

CLOSURE CARE GUARANTEED

REGION V

MECHANICAL COMPONENTS DIVISION
WICKES ELCO CORPORATION
90-96 Railroad Street
Mancelona, Michigan 49659
EPA ID NO. MID060178688

CLOSURE AND POST-CLOSURE CARE GUARANTEED

BOHN EXTRUDED PRODUCTS DIVISION
WICKES PRODUCTS, INC.
1607 East Maumee Street
Adrian, Michigan 49221
EPA ID NO. MID063705990

CLOSURE AND POST-CLOSURE CARE GUARANTEED

3. "Closure plans" and "post-closure plans" as used below refer to the plans maintained as required by Subpart G of 40 CFR Parts 264 and 265 for the closure and post-closure care of the facilities as identified above.

4. For value received from Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation, guarantor guarantees to EPA that in the event that Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation fail to perform closure and post-closure care of the above facilities in accordance with the closure or post-closure plans and other permit or interim status requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in Subpart H of 40 CFR Parts 264 and 265, as applicable, in the name of Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation in the amount of the current closure or post-closure cost estimates as specified in Subpart H of 40 CFR Parts 264 and 265.

5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to the EPA Regional Administrator(s) for the Regions in which the facilities are located and to Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation that it intends to provide alternative financial assurance as specified in Subpart H of 40 CFR Parts 264 and 265, as applicable, in the name of Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation. Within 120 days after the end of such fiscal year, the guarantor shall establish such financial assurance unless Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation have done so.

6. The guarantor agrees to notify the EPA Regional Administrator, certified mail, of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.

7. Guarantor agrees that within 30 days after being notified by an EPA Regional Administrator of a determination that guarantor no longer meets the financial test criteria or that it is disallowed from continuing as a guarantor of closure or post-closure care, it shall establish alternative financial assurance as specified in Subpart H of 40 CFR Parts 264 or 265, as applicable, in the name of Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation unless Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation have done so.

8. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the closure or post-closure plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure or post-closure, or any other modification or alteration of an obligation of the owner or operator pursuant to 40 CFR Parts 264 or 265.

9. Guarantor agrees to remain bound under this guarantee for so long as Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation must comply with the applicable financial assurance requirements of Subpart H of 40 CFR Parts 265 and 265 for the above listed facilities, except that guarantor may cancel this guarantee by sending notice by certified mail to the EPA Regional Administrators for the Regions in which the facilities are located and to Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation, such cancellation to become effective no earlier than 120 days after receipt of such notice by the EPA, Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation, as evidenced by the return receipts.

10. Guarantor agrees that if Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation fail to provide alternate financial assurance as specified in Subpart H of 40 CFR Parts 264 and 265, as applicable, and obtain written approval of such assurance from the EPA Regional Administrator within 90 days after a notice of cancellation by the guarantor is received by an EPA Regional Administrator from guarantor, guarantor shall provide such alternate financial assurance in the name of Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation.

11. Guarantor expressly waives notice of acceptance of this guarantee by the EPA, Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation. Guarantor also expressly waives notice of amendments or modifications of the closure and/or post-closure plan and of amendments or modifications of the facility permits.

I hereby certify that the wording of this guarantee is identical to the wording specified in 40 CFR 264.151(h) as such regulations were constituted on the date first above written.

Effective Date: September 8, 1987



Wilhelm A. Mallory
Executive Vice President

WICKES MANUFACTURING ACQUISITION COMPANY
3340 Ocean Park Boulevard
Suite 2000
P. O. Box 4056
Santa Monica, California 90405



Notary Public



My commission expires: Aug 24, 1990

CORPORATE GUARANTEE FOR
LIABILITY COVERAGE

Guarantee made this 8th day of September, 1987 by Wickes Manufacturing Acquisition Company, a business corporation organized under the laws of the State of Delaware, herein referred to as guarantor, on behalf of our subsidiaries Wickes Products, Inc., Wickes Elco Corporation, both of 26261 Evergreen Road, P.O. Box 999, Southfield, Michigan 48037 and Elco Corporation of 1500 Quail Street, Newport Beach, California 92660 to any and all third parties who have sustained or may sustain bodily injury or property damage caused by sudden and/or non-sudden accidental occurrences arising from operation of the facilities covered by this guarantee.

R E C I T A L S

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 40 CFR 264.147(g) and 265.147(g).
2. The subsidiaries below named own or operate the following hazardous waste management facilities covered by this guarantee:

ELCO-HUNTINGDON DIVISION
ELCO CORPORATION
Huntingdon Industrial Park
Huntingdon, Pennsylvania 16652
EPA ID No. PAD00409462

MECHANICAL COMPONENTS DIVISION
WICKES ELCO CORPORATION
90-96 Railroad Street
Mancelona, Michigan 49659
EPA ID No. MID060178688

BOHN EXTRUDED PRODUCTS DIVISION
WICKES PRODUCTS, INC.
1607 East Maumee Street
Adrian Michigan 49221
EPA ID No. MID063705990

This corporate guarantee satisfies RCRA third-party liability requirements for (i) sudden accidental occurrences in the above named owner or operator facilities for annual aggregate coverage in the sum of Two Million Dollars (\$2,000,000.00), exclusive of

legal defense costs, and (ii) non-sudden accidental occurrences in the above named owner or operator facilities for annual aggregate coverage in the sum of Six Million Dollars (\$6,000,000), exclusive of legal defense costs.

3. For value received from Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation, guarantor guarantees to any and all third parties who have sustained or may sustain bodily injury or property damage caused by sudden and/or non-sudden accidental occurrences arising from operations of the facilities covered by this guarantee that in the event that Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation fail to satisfy a judgment or award based on a determination of liability for bodily injury or property damage to third parties caused by sudden and/or non-sudden accidental occurrences, arising from the operation of the above-named facilities, or fails to pay an amount agreed to in settlement of a claim arising from or alleged to arise from such injury or damage, the guarantor will satisfy such judgment(s), award(s), or settlement agreement(s) up to the limits of coverage identified above.
4. Guarantor agrees that if, at the end of the fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to EPA Regional Administrators for the Regions in which the facilities are located and to Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation that it intends to provide alternate liability coverage as specified in 40 CFR 264.147 and 265.147, as applicable, in the name of Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation. Within 120 days after the end of such fiscal year, the guarantor shall establish such liability coverage unless Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation have done so.
5. The guarantor agrees to notify the EPA Regional Administrator by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.
6. Guarantor agrees that within 30 days after being notified by an EPA Regional Administrator of a determination that the guarantor no longer meets the financial test criteria or that it is disallowed from continuing as a guarantor, it shall furnish alternate liability coverage as specified in 40 CFR 264.147 or 265.147 in the name of Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation, unless Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation have already done so.
7. Guarantor reserves the right to modify this agreement to take into account amendment or modification of the liability requirements set by 40 CFR 264.147 and 265.147, provided that such modification shall become effective only if a Regional

Administrator does not disapprove the modification with 30 days of receipt of notification of the modification.

8. Guarantor agrees to remain bound under this guarantee for so long as Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation must comply with the applicable requirements of 40 CFR 264.147 and 265.147 for the above-listed facilities, except as provided in paragraph 9 of this agreement.
9. Guarantor may terminate this guarantee by sending notice by certified mail to EPA Regional Administrators for the Regions in which the facilities are located and to Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation, provided that this guarantee may not be terminated unless and until Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation obtain, and the EPA Regional Administrators approve alternate liability coverage complying with 40 CFR 264.147 and/or 265.147.
10. This guarantee is to be interpreted and enforced in accordance with the laws of Delaware.
11. Guarantor hereby expressly waives notice of acceptance of this guarantee by any party.

I hereby certify that the wording of this guarantee is identical to the wording specified in 40 CFR 264.151(h)(2).

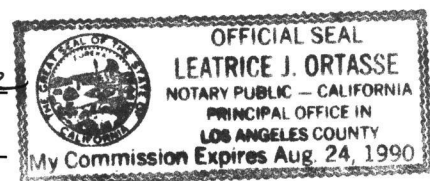
Effective date: September 8, 1987

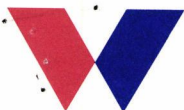
WICKES MANUFACTURING ACQUISITION COMPANY

Wilhelm A. Mallory
Wilhelm A. Mallory
Executive Vice President

NOTARY PUBLIC: Leatrice J. Ortasse

My commission expires: Aug 24, 1990





Wickes Companies, Inc.
Corporate Offices

April 23, 1986

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APR 25 1986

SUPERFUND BRANCH

Mr. Anthony Donatoni
Hazardous Materials Branch
Region III
6th and Walnut Streets
Philadelphia, Pennsylvania 19106

Mr. Thomas B. Golz
Waste Management Branch
Region V
230 South Dearborn Street
Chicago, Illinois 60604

Mr. Robert L. Morby
Hazardous Materials Branch
Region VII
324 East 11th Street
Kansas City, Missouri 64106

Technical Secretary
Indiana Environmental Management Board
Indiana State Board of Health
1330 West Michigan Street
P. O. Box 1964
Indianapolis, Indiana 46206

Gentlemen:

I am the Chief Financial Officer of Wickes Companies, Inc. This letter is in support of the use of the financial test to demonstrate financial assurance for liability coverage and closure and/or post-closure care, as specified in Subpart H of 40 CFR Parts 264 and 265.

The owner or operator identified above is the owner or operator of the following facilities for which liability coverage is being demonstrated through the financial test specified in Subpart H of 40 CFR Parts 264 and 265:

ELCO-HUNTINGDON DIVISION
ELCO CORPORATION
Huntingdon Industrial Park
Huntingdon, Pennsylvania 16652
EPA ID NO. PAD00409462

MECHANICAL COMPONENTS DIVISION
WICKES MANUFACTURING COMPANY
90-96 Railroad Street
Mancelona, Michigan 49659
EPA ID NO. MID060178688

BOHN ALUMINUM & BRASS DIVISION
WICKES MANUFACTURING COMPANY
Route #4, Post Office Box 387
Greensburg, Indiana 47240
EPA ID NO. IND052959640

EAGLE SIGNAL CONTROLS DIVISION
WICKES MANUFACTURING COMPANY
736 Federal Street
Davenport, Iowa 52803
EPA ID NO. IAD051001337

1. The owner or operator identified above owns or operates the following facilities for which financial assurance for closure or post-closure care is demonstrated through the financial test specified in Subpart H of 40 CFR Parts 264 and 265. The current closure and/or post-closure cost estimates covered by the test are shown for each facility: None.

2. The owner or operator identified above guarantees,, through the corporate guarantee specified in Subpart H of 40 CFR Parts 264 and 265, the closure or post-closure care of the following facilities owned or operated by its subsidiaries. The current cost estimates for the closure or post-closure care so guaranteed are shown for each facility:

ELCO-HUNTINGDON
ELCO CORPORATION
Huntingdon Industrial Park
Huntingdon, Pennsylvania 16652
EPA ID NO. PAD00409462
ESTIMATED CLOSURE COST: \$ 38,000.00

MECHANICAL COMPONENTS DIVISION
WICKES MANUFACTURING COMPANY
90-96 Railroad Street
Mancelona, Michigan 49659
EPA ID NO. MID060178688
ESTIMATED CLOSURE COST: \$309,900.00
ESTIMATED POST-CLOSURE COST: \$183,000.00

legal defense costs, and (ii) non-sudden accidental occurrences in the above named owner or operator facilities for annual aggregate coverage in the sum of Six Million Dollars (\$6,000,000), exclusive of legal defense costs.

3. For value received from Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation, guarantor guarantees to any and all third parties who have sustained or may sustain bodily injury or property damage caused by sudden and/or non-sudden accidental occurrences arising from operations of the facilities covered by this guarantee that in the event that Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation fail to satisfy a judgment or award based on a determination of liability for bodily injury or property damage to third parties caused by sudden and/or non-sudden accidental occurrences, arising from the operation of the above-named facilities, or fails to pay an amount agreed to in settlement of a claim arising from or alleged to arise from such injury or damage, the guarantor will satisfy such judgment(s), award(s), or settlement agreement(s) up to the limits of coverage identified above.
4. Guarantor agrees that if, at the end of the fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to EPA Regional Administrators for the Regions in which the facilities are located and to Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation that it intends to provide alternate liability coverage as specified in 40 CFR 264.147 and 265.147, as applicable, in the name of Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation. Within 120 days after the end of such fiscal year, the guarantor shall establish such liability coverage unless Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation have done so.
5. The guarantor agrees to notify the EPA Regional Administrator by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.
6. Guarantor agrees that within 30 days after being notified by an EPA Regional Administrator of a determination that the guarantor no longer meets the financial test criteria or that it is disallowed from continuing as a guarantor, it shall furnish alternate liability coverage as specified in 40 CFR 264.147 or 265.147 in the name of Wickes Products, Inc., Wickes Elco Corporation and Elco Corporation, unless Wickes Products, Inc., Wickes Elco Corporation or Elco Corporation have already done so.
7. Guarantor reserves the right to modify this agreement to take into account amendment or modification of the liability requirements set by 40 CFR 264.147 and 265.147, provided that such modification shall become effective only if a Regional

ALTERNATIVE I


(IN THOUSANDTHS)

1. Sum of current closure and post-closure cost estimates	\$ 1,604
2. Amount of annual aggregate liability coverage to be demonstrated	\$ 8,000
3. Sum of lines 1 and 2	\$ 9,604
* 4. Total liabilities	\$ 1,671,371
* 5. Tangible net worth	\$ 765,572
* 6. Net worth	\$ 976,927
* 7. Current assets	\$ 1,792,622
* 8. Current liabilities	\$ 804,066
9. Net working capital (line 7 minus line 8)	\$ 988,556
*10. The sum of net income plus depreciation, depletion and amortization	\$ 123,631
*11. Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S.)	\$ 2,355,079

	<u>YES</u>	<u>NO</u>
12. Is line 5 at least \$10 million?	<u>X</u>	_____
13. Is line 5 at least 6 times line 3?	<u>X</u>	_____
14. Is line 9 at least 6 times line 3?	<u>X</u>	_____
*15. Are at least 90% of firm's assets located in the U.S.? If not, complete Line 16.	_____	<u>X</u>
16. Is line 11 at least 6 times line 3?	<u>X</u>	_____
17. Is line 4 divided by line 6 less than 2.0?	<u>X</u>	_____

	<u>YES</u>	<u>NO</u>
18. Is line 10 divided by line 4 greater than 0.1?	<u> </u>	<u> X </u>
19. Is line 7 divided by line 8 greater than 1.5?	<u> X </u>	<u> </u>

I hereby certify that the wording of this letter is identical to the wording specified in 40 CFR 264.151(g) as such regulations were constituted on date shown immediately below.



WILHELM A. MALLORY
Senior Exec. Vice President
Wickes Companies, Inc.

April 23, 1986
[DATE]

ARTHUR ANDERSEN & Co.
LOS ANGELES, CALIFORNIA

RECEIVED

APR 25 1986

SUPERFUND BRANCH

To Wickes Companies, Inc.:

We have examined the financial statements of Wickes Companies, Inc. for the year ended January 25, 1986, and have expressed an unqualified opinion on those statements in our report dated March 14, 1986. We have not performed any auditing procedures since that date. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

At your request, we have read the letter dated April 23, 1986, from Wilhelm A. Mallory, your chief financial officer, to the Environmental Protection Agency (EPA) and compared the data therein that are specified as having been derived from the audited financial statements for the year ended January 25, 1986, referred to above with the corresponding amounts in those financial statements. Except as described in the following paragraph, in connection with this procedure, no matters came to our attention that caused us to believe that the specified data should be adjusted.

Information with respect to intangible assets is not separately presented in the financial statements referred to above. Accordingly, we were unable to, and did not, perform the procedure described in the preceding paragraph with respect to Item 5, Tangible net worth.

This report is furnished solely for the use of the Company and the EPA and is not to be used for any other purpose.


ARTHUR ANDERSEN & CO.

Los Angeles, California,
April 24, 1986.



Wickes Companies, Inc.
Corporate Offices

RECEIVED

APR 25 1986

SUPERFUND BRANCH

CORPORATE GUARANTEE FOR CLOSURE

OR

POST-CLOSURE CARE

Guarantee made this 23rd day of April, 1986 by Wickes Companies, Inc., a business corporation organized under the laws of the State of Delaware, herein referred to as the guarantor, to the United States Environmental Protection Agency (EPA), obligee, on behalf of our subsidiary Wickes Manufacturing Company of 26261 Evergreen Road, P. O. Box 999, Southfield, Michigan 48037.

Recitals

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 40 CFR 264.143(f), 264.145(f), 265.143(e), and 265.145(e).

2. Wickes Manufacturing Company owns or operates the following hazardous waste management facility(ies) covered by this guarantee:

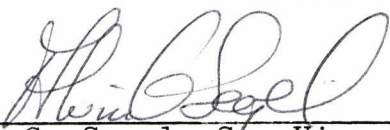
REGION III

ELCO-HUNTINGDON DIVISION
ELCO CORPORATION
Huntingdon Industrial Park
Huntingdon, Pennsylvania 16652
EPA ID NO. PAD00409462
CLOSURE CARE GUARANTEED

11. Guarantor expressly waives notice of acceptance of this guarantee by the EPA or by Wickes Manufacturing Company. Guarantor also expressly waives notice of amendments or modifications of the closure and/or post-closure plan and of amendments or modifications of the facility permits.

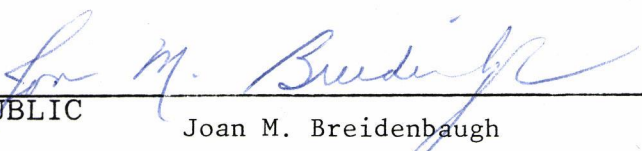
I hereby certify that the wording of this guarantee is identical to the wording specified in 40 CFR 264.151(h) as such regulations were constituted on the date first above written.

Effective Date: April 23, 1986.

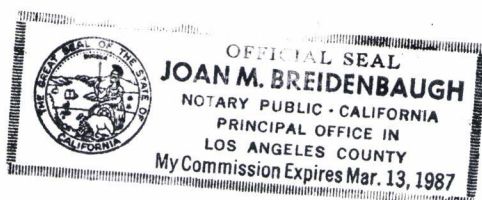


Alvin G. Segel, Sr. Vice President

WICKES COMPANIES, INC.
P. O. Box 4056
3340 Ocean Park Boulevard
Suite 2000
Santa Monica, California 90405



NOTARY PUBLIC Joan M. Breidenbaugh
My Commission Expires: March 13, 1987



*Mike W.
Dave H.
IOWA*



**Wickes
Manufacturing Company**

Executive Offices
26261 Evergreen Rd.
Southfield, MI

Mailing Address
P.O. Box 999
Southfield, MI 48037

April 11, 1986

CERTIFIED/RETURN RECEIPT

(air express)

#P101337480
Mr. Anthony Donatoni
Hazardous Materials Branch
Region III
6th and Walnut Streets
Philadelphia, Pennsylvania 19106

RECEIVED

APR 25 1986

SUPERFUND BRANCH

#P101337481
Mr. Thomas B. Golz
Waste Management Branch
Region V
230 South Dearborn Street
Chicago, Illinois 60604

RECEIVED

APR 25 1986

USEPA, RCRA Branch

#P101337482
Mr. Robert L. Morby
Hazardous Materials Branch
Region VII
324 East 11th Street
Kansas City, Missouri 64106

#P101337483
Technical Secretary
Indiana Environmental Management Board
Indiana State Board of Health
1330 West Michigan Street
P. O. Box 1964
Indianapolis, Indiana 46206

Re: EPA STANDARDS APPLICABLE TO OWNERS AND OPERATORS OF
HAZARDOUS WASTE TREATMENT, STORAGE AND DISPOSAL
FACILITIES: CORPORATE GUARANTEE OF CLOSURE AND POST
CLOSURE CARE

Gentlemen:

Enclosed are the following documents furnished to you in accordance with the EPA Regulations regarding the obligation of Wickes Manufacturing Company (formerly Gulf & Western Manufacturing Company) to provide financial assurance that, at such time as any of the affected facilities close, sufficient funds will be available to insure that all hazardous waste on-site will be removed or disposed of in accordance with the regulations:

RECEIVED

APR 25 1986

PRMT SECTION

cm